

APPENDIX K - AWARD FORMS

- K-1 Standard Contract Form
This is a basic two-party contract form that can be used for most contracts (particularly term contracts) that cannot adequately be confirmed through a Purchase Order.
- K-2 Contract with a Medical Facility
This is a model contract form that may be used between a CSB and a medical facility. The CSB's legal advisor should review this model and make any necessary revisions.
- K-3 Purchase Order Form
This is a model purchase order form that may be used for spot (one-time) purchases or simple term contracts. It does not require the vendor's or provider's signature; however, it must reference the date and type (phone quote, IFB, etc.) of the contractor's quotation.
- K-4 Lease Agreement
This is a model agreement that may be used for leases.
- K-5 Addendum to Vendor's Contract Form
This form should be used when a vendor/provider (such as a provider of rented equipment) insists that the CSB sign the vendor's standard contract. This addendum serves to negate any objectionable terms and conditions contained in the vendor's contract form.

APPENDIX K-1 - STANDARD CONTRACT FORM

STANDARD CONTRACT

Contract # _____

This contract entered into this (Date) day of (Month and Year), by (Contractor's Name), hereinafter called the Contractor and _____ Community Services Board, hereinafter called the "Purchaser".

WITNESSETH that the Contractor and the Purchaser, in consideration of the mutual covenants, promises and agreements herein contained and or attached, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the Purchaser as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From date of final execution (or actual inception date) through (Expiration Date).

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the Purchaser within 30 days after each invoice or delivery, whichever occurs last.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed contract, the description or scope of work, general conditions, special conditions, specifications, and other data contained in the Invitation for Bids/Request for Proposals (Solicitation Number), dated (Date of Solicitation - normally the date it was issued), together with all written modification thereof and the bid/proposal submitted by the Contractor dated (Date of Contractor's Bid or Proposal), all of which contract documents are incorporated herein.

IN WITNESS WHEREOF, The parties have caused this Contract to be duly executed intending to be bound thereby.

(Contractor's Name) _____
(Name of CSB)
COMMUNITY SERVICES BOARD

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPENDIX K-2 - MEDICAL AGREEMENT

_____ Community Services Board AGREEMENT

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

The _____ Community Services Board, hereinafter called the CSB.

AND

(Name of the Medical Facility), hereinafter called the Contractor.

This agreement made this (date) of (month/year), by and between (Medical Facility) (hereinafter referred to as the Contractor) and (_____CSB) (hereinafter referred to as the CSB).

IN CONSIDERATION of the mutual covenants and stipulations set out herein, and WHEREAS, Contractor represents that he is duly qualified and willing to perform the services set forth herein; NOW THEREFORE, it is agreed:

1. **SCOPE OF SERVICES:** Each party to this contract agrees to maintain compliance with the Joint Commission on Accreditation of Healthcare Organizations and/or other accrediting or certifying bodies as applicable and agrees to provide evidence of such to the other party as necessary for accreditation or certification. The Contractor shall provide the services to the CSB set forth in Attachment A.
2. **METHOD OF COMPENSATION:** The contractor shall be paid by the CSB as set forth in Attachment B.
3. **TIME OF PERFORMANCE:** The services of the Contractor shall commence on (Beginning Date), and shall terminate on (Ending Date), the period of performance being (number of months or years).
4. **GENERAL PROVISIONS:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the prior written consent of the CSB. This contract is subject to appropriations the Virginia General Assembly and other funding authorities.

5. **CONDITIONS OF PAYMENT:** All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accordance with all applicable federal, state and local law ordinances, rules and regulations. Contractor shall not receive payment for work found by the CSB to be unsatisfactory, or performed in violation of federal, state or local law, ordinances, rules and regulations.
6. **LIABILITY:** The Contractor shall procure and maintain during the life of this agreement such bodily liability and property damage liability insurance as shall protect him from claims for damages for personal injury including death, as well as claims for property damage, which may arise from these activities under this agreement. The Contractor, his employees, assignees or Sub-Contractors shall procure and maintain professional malpractice insurance in amounts no less than \$1 million per occurrence and \$3 million in the aggregate.

The Contractor shall indemnify and hold harmless the CSB and, when applicable, its employees and designated representative, from any and all claims, suits, actions, liabilities and cost of any kind, caused by the performance by the Contractor of his/her/its work pursuant to this agreement.

Neither the Contractor, his employees, assignees or Sub-Contractors shall be deemed employees of the CSB while performing under this agreement.

7. **TERMINATION:** Either party may terminate this agreement for its convenience upon 30 days written notice to the other party. Upon termination for convenience, the Contractor shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of his/her/its work under this agreement

In the event of breach by the Contractor of this agreement, the Agency shall have the right immediately to rescind, revoke or terminate the agreement. In the alternative, the Agency may give written notice to the Contractor specifying the manner in which the agreement has been breached.

In the event of breach by the CSB of this agreement, the Contractor shall have the right immediately to rescind, revoke or terminate the agreement. In the alternative, the CSB may give written notice to the Contractor specifying the manner in which the agreement has been breached.

In notice of breach is given and the Contractor has not substantially corrected the breach within 5 days of receipt of the written notice, the CSB shall have the right to termination, all documents and other materials related to the performance of this agreement shall become the property of the CSB. In the event of termination under this provision, copies of documents and other materials related to the performance of this agreement shall be provided the CSB.

8. **INTEGRATION AND MODIFICATION:** This contract constitutes the entire agreement between the Contractor and the CSB. No agreement shall be effective unless reduced to writing, signed by the parties and attached thereto.
9. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this agreement and to the provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.
10. **NON-DISCRIMINATION:** In his/her/its performance of this agreement, the Contractor warrants that he/she/it will not discriminate against any employee, or other person on account of race, color, sex, religious creed, ancestry, age, or national origin.
11. **SEVERABILITY:** Each paragraph and provision of this agreement is severable from the entire agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
12. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the Contractor. Contractor shall provide copies of all documents, as necessary, to the CSB.
13. **APPLICABLE LAWS:** This agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
14. **FINANCIAL RECORDS AVAILABILITY:** The Contractor agrees to retain all books, records, and other documents relative to this agreement for 5 years after final payment, or until audited by the CSB, whichever is later. The CSB or its authorized agents shall have full access to and the right to examine any of said materials during said period.
15. **DISPUTES:** Disputes arising under this agreement will be processed in accordance with the procurement regulations of the CSB as contained in the (name of manual).

IN WITNESS WHERE OF, the parties have caused this contract to be duly executed
intending to be bound thereby:

CONTRACTOR

By: _____

Title: _____

Date: _____

AGENCY

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

The Contractor shall provide a full range of inpatient and outpatient hospital services, to the clients of ____ (CSB) _____. Services shall include, but not be limited to the services outlined below:

Megavoltage Radiation Therapy
Physical Therapy Services
Rehabilitative Services
Emergency Services
Speech Pathology Services

The Contractor shall provide emergency department or outpatient services reports at the time of the patient's release. If available, copies of the discharge summaries, operative reports and other medical records shall be made available as soon as possible after being completed by the physician.

The CSB shall provide at the time of registration at the Contractor's facility for each inpatient the following:

1. Pre-Admission Form
 2. Transfer Summary
 3. Medical History Abstract
 4. Consent for Treatment
 5. Billing information to bill third party payers
- A. For patients incapable of providing informed consent, the CSB shall secure and provide such consent for elective procedures in accordance with the Code of Virginia. In the case of emergency care, the CSB shall assist the contractor in meeting the provisions of Section 54.1-2970 of the Code of Virginia.
- B. The Contractor will be authorized and responsible to refer patients to other Healthcare Providers when such referral is clinically indicated for the patient being served and is ordered by the patient's attending physician.
- C. The Contractor shall assume full responsibility for the medical care delivered and the CSB shall not be liable for any acts of omission, negligence, medical malpractice related to actions of the Contractor/Medical Staff.
- D. The Contractor shall insure procedures for communication of clinical information to accompany the patient upon transfer, including but not limited to: Physician's Recommendations/Medication Sheet/Follow-Up Appointments/Laboratory Tests.

- E. Questions of psychiatric treatment may be managed by on-site psychiatric consultation if available and/or consultation with the proper CSB staff person.
- F. Contractor shall as soon as practicable notify the CSB of their intent to return/discharge a patient under their care. The CSB will not assume financial liability for transportation of patients without its expressed consent.
- G. In the event of a patient death while at the Contractor's facility, the Contractor shall notify the CSB immediately. Notification should be made through contact with the staff person designated by the CSB.

ATTACHMENT B

METHOD OF COMPENSATION:

Third Party Payment:

In cases wherein the patient is eligible for coverage under Medicare/Medicaid, Blue Cross/Blue Shield, and/or commercial insurance, the CSB will provide identification numbers to the provider of services. The Contractor shall bill such third party payer. The Contractor shall bill the CSB for uninsured patients who do not have third-party coverage. The CSB will provide coverage and reimburse the Contractor in the amount equal to the coverage provided by the Virginia Medical Assistance Program (Medicaid) to include a 21-day cap per confinement. The Contractor shall attempt to collect deductibles and co-insurance from the patient. However, if the patient cannot pay or the Contractor cannot deduct the charges as an allowable cost, the CSB will reimburse the contractor for these charges.

The CSB will not be liable for charges denied by third party payers due to failure of the Contractor or its Medical Staff to met contractual obligations to that payer.

BILLINGS AND PAYMENTS

An itemized bill shall be provided for each payment and for each occasion of service. The bill shall clearly identify the patient served and the dates of service.

All bills shall be directed to:

(Name and Address of CSB)

Payment shall be made within 30 days after receipt of accurate and fully documented invoice.

APPENDIX K-3

PURCHASE ORDER

NO:

Page ____ of ____

DELIVERY ADDRESS:		INVOICE TO:			
MAIL TO:		Contract No.		PO Date:	
		Bid Opening Date:		Ref. Doc.:	
		Bid Ref/Req.No.:		Must Be Delivered By:	
		Terms:			
		IMPORTANT: See Instructions, Terms & Conditions Attached. Delivery is F.O.B. Destinations Unless Otherwise noted in the body of this Purchase Order			
Inv.Control No. Commodity Code	COMPLETE ITEM DESCRIPTION OR SERVICE	Quantity Wanted	Unit of Measure	COST Each Extended	
			TOTAL AMOUNT		
PURCHASE AUTHORIZED BY:			TITLE:		
IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CALL THE BUYER SPECIFIED BELOW.					
		PHONE:	FAX:		

TERMS AND CONDITIONS & INSTRUCTIONS TO VENDORS

1. This contractual agreement is subject to the terms and conditions of the _____ Community Services Board's "Vendors Guide to CSB Procurement Regulations" and any revisions thereto.
2. Goods or Services delivered must be strictly in accordance with bid referred to and shall not deviate in any way from terms, conditions or specifications of bid. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the Vendor.
3. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
4. A SEPARATE INVOICE FOR THIS PURCHASE ORDER OR FOR EACH SHIPMENT THEREON SHALL BE RENDERED IMMEDIATELY FOLLOWING SHIPMENT. ALL COPIES SHALL BE FORWARDED DIRECT TO CSB AT INVOICE ADDRESS SHOWN.
5. Sales and Use Tax Certificate of Exemption will be issued upon request.
6. Deliveries against this order must be free of excise or transportation taxes.
7. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material/service, whichever is the later.
8. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, the CSB after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
9. No substitution, change or deviation shall be made without written authority from the CSB by Purchase Order Change.
10. Vendors and contractors providing goods to the CSB under this order herewith assure the CSB that they are conforming to the provisions of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
11. This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
12. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
13. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
14. Vendors and Contractors performing work on CSB owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the following insurance coverages: Worker's Compensation – Statutory requirements and benefits; Employers Liability - \$100,000; General Liability - \$500,000 combined single limit; Automobile Liability - \$500,000 combined single limit.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Sections 2.2-4300 and 2.2-4343 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

APPENDIX K-4 - LEASE AGREEMENT

The following is a model lease that may be used by a CSB for the rental of real estate.

NOTE: All leases should be reviewed by the CSB's legal advisor prior to being executed.

LEASE AGREEMENT

This LEASE AGREEMENT, made this _____ day of _____, 19____, by and between _____ (the "Lessor") and the _____ Community Services Board (the "Lessee").

WITNESSETH:

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Lessor hereby leases and demises unto Lessee the following described real property (the "demised premises"): (Include parking facilities, if any, and square footage or acreage, if applicable.)

1. INITIAL TERM OF LEASE: The demised premises are leased to Lessee for a period of _____ () _____ (months, years) beginning on the _____ day of _____, 19____ and terminating on the _____ day of _____, 19____ (the "initial term").
2. RENT: Lessee covenants to pay Lessor the sum of _____ DOLLARS (\$) as rent for the initial term which amount shall be paid in installments of _____ DOLLARS (\$) due and payable in arrears at the end of each _____ (month/quarter). Rent shall be payable to the order of _____ and mailed to _____ at _____.
3. PURPOSE AND USE OF DEMISED PREMISES: The demised premises are leased to be used and occupied by the _____ Community Services Board and its agents and employees, for such purposes and uses as it may now or hereafter be empowered by law to use same.

4. ACCESSIBILITY BY THE HANDICAPPED:

(A) Prior to commencement of the initial term and delivery of possession, Lessor shall certify to Lessee in writing that the minimum requirements of the Virginia Uniform Statewide Building Code pertaining to access by physically handicapped and aged persons have been met. As hereinafter used, the term "the standards" shall mean and incorporate those standards issued or promulgated by the American National Standards Institute, entitled "American National Standard Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," ANSI-A117.1-1980, and the term "accessible" shall mean accessible to physically handicapped and aged individual in accordance with the standards. The minimum requirements are:

(1) If public or private parking is provided, at least one accessible parking space shall be provided as close as possible to an accessible route to the primary building entrance.

(2) Walks used as accessible routes to the building shall comply with the standards.

(3) An accessible primary entrance to the building shall be at grade or ramped to grade in accordance with the standards.

(4) An accessible entrance to the building shall comply with the standards.

(5) At least one accessible route (corridors and doors) to the demised premises shall comply with the standards.

(6) If support areas within the building (e.g., lunch rooms, cafeteria, etc.) are used by Lessee, its employees or the public, such areas shall be accessible.

(7) If Lessee occupies floors other than the main floor of access to the building, at least one accessible elevator shall be provided.

(8) Accessible public rest rooms for each sex shall be provided, preferably on all floors. As a minimum, accessible rest rooms shall be provided on the ground floor or the floor occupied by Lessee if the building is four stories or less in height. If Lessee occupies an area above the fourth floor, accessible public rest rooms for each sex shall be provided on the floor occupied by Lessee. If Lessee occupies more than one floor, at least one accessible public rest room for each sex shall be provided on at least every fourth floor occupied by Lessee.

(9) All corridors, doors and spaces in or about the demised premises and used by the public or employees of Lessee shall be accessible.

(10) Directional signs complying with the standards shall be provided directing the public to the demised premises occupied by Lessee.

(11) Where the foregoing standards for handicapped access conflict with applicable

local ordinances, rules, or regulations setting forth standards for handicapped access, the more restrictive of the two shall govern.

- (B) Any modifications, alterations or deletions to the minimum requirements designed in subparagraph 4(A), shall be made only by an attachment to this lease as provided in paragraph 17.

5. DELIVERY OF POSSESSION:

- (A) Lessor covenants to deliver quiet possession of the demised premises at the commencement of the initial term.
- (B) Lessor covenants to deliver the demised premises to Lessee at the commencement of the initial term in good repair and condition, suitable to the purpose and use for which the demised premises are leased. Lessor warrants that all plumbing, heating, air conditioning, electrical and mechanical devices and appliances of every kind or nature located upon or serving the demised premises are, or will be, in good repair, condition and working order as of the commencement of the initial term.

6. MAINTENANCE:

- (A) Lessor covenants to keep, repair and maintain, at Lessor's expense, the demised premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature located upon or serving the demised premises in good repair, condition and working order, suitable to the purpose and use for which Lessee has leased same, during the initial term and any renewal terms and, if necessary, shall make such alterations, additions and/or modifications of the demised premises and all equipment, electrical and mechanical devices and appliances thereon or serving same so as to comply at all times with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. As used herein, the word "repair" shall be deemed to mean and include replacement of broken or cracked glass.
- (B) If Lessor fails to keep, repair and maintain the demised premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature located upon or serving the demised premises in good repair, condition and working order as provided in sub-paragraph 6(A), then Lessee, at its option, may either (a) immediately terminate this lease and all obligations hereunder, or (b) proceed to make, or cause to be made, such upkeep, repair and/or maintenance, at Lessor's expense, so as to render the demised premises suitable for the purpose and use for which same are leased, in which event, Lessee may deduct the cost of same from future rent installments as they become due and/or may collect such cost from Lessor in any manner provided by law.

7. UTILITIES: Lessor shall provide, at Lessor's expense, all heating and air conditioning

as conditions require, electricity, water, sewage and trash disposal, and janitorial services to and for the demised premises during the initial term and any renewal terms. In the event that any one or more such utilities are not provided or are reduced, other than due to causes beyond the reasonable control of Lessor, and the failure to provide or reduction of same renders the demised premises unsuitable for the purpose and use for which same are leased, then Lessee, in addition to any other remedy available under the law, shall be entitled to deduct from the total rent, or any installment thereof, the per diem rental for each day that the demised premises are rendered unsuitable due to the failure to provide or reduction of such utilities.

8. ALTERATIONS BY LESSEE: Lessee may make such alterations, modifications, additions and/or improvements upon or to the demised premises and may install or remove such fixtures and partitions as Lessee may deem proper; provided, however, that any structural alterations of the roof, foundation or exterior walls shall require the prior written consent of Lessor. All materials used in such alterations, modifications, additions or improvements, and all fixtures and partitions made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this lease, may, at Lessee's option, be removed.
9. DAMAGE OR DESTRUCTION OF DEMISED PREMISES:
 - (A) If the demised premises are damaged by fire or other casualty so as to render same, in the opinion of Lessee, untenable for the purpose or use for which Lessee has leased same, this lease, and all obligations hereunder, shall immediately terminate upon Lessee's giving notice of that fact to Lessor by certified or registered mail, return receipt requested, as hereinafter provided.
 - (B) If the demised premises are damaged by fire or other casualty, but not so as to render same untenable, in the opinion of Lessee, for the purpose or use for which Lessee has leased the demised premises, upon being so notified by Lessee by certified or registered mail, return receipt requested, Lessor shall repair and restore within a reasonable time, at Lessor's expense, the demised premises to its former condition. In this event, the rent shall be adjusted on a pro rata basis for the period of such repair and restoration for that portion of the premises rendered untenable for Lessee by the fire or other casualty. As used herein, the words "repair" and "restore" shall be deemed to mean and include replacement of broken, cracked or damaged glass or windows.
 - (C) If Lessor fails to make or fails to complete repair and restoration of the demised premises within a reasonable time after Lessee provides notice pursuant to sub-paragraph 9(B), then Lessee, at its option, may either (a) immediately terminate this lease and all obligations hereunder, or (b) proceed to make, or cause to be made, such repair and restoration, at Lessor's expense, in which event, Lessee may deduct the cost of same from future rent installments as they become due and/or may collect such cost from Lessor in any manner provided by law.
10. RENEWAL OF LEASE: Unless otherwise terminated as herein provided, at the end of

the initial term, this lease shall automatically renew and continue in full force and effect from year to year ("renewal term") at the same rental, adjusted pro rata on any annual basis and due and payable in the same periodic installments as provided in paragraph 2, and subject to all terms, conditions, covenants, promises and agreements herein contained. Such year-to-year or renewal term shall continue to renew automatically unless terminated by either party in such manner and at such time as hereinafter provided for termination of the initial term.

11. TERMINATION:

- (A) This lease and any renewal term of this lease may be terminated by either party only upon written notice to the other party by certified or registered mail, return receipt requested, at least three (3) months prior to the expiration of the initial term or any renewal term; otherwise, this lease shall renew and continue as provided in paragraph 10. In addition, during any renewal term, Lessee, at its option, may terminate this lease at any time upon at least three (3) months written notice to Lessor by certified or registered mail, return receipt requested.
- (B) Notwithstanding any provision in this lease to the contrary, if the Commonwealth of Virginia, the applicable local government or the federal government fails to appropriate or allocate sufficient funds for the purpose of continuation of this lease, it shall automatically terminate upon depletion of the then currently allocated funds.
- (C) Notwithstanding any provision to the contrary, if, by operation of law, the leasing agency designated in paragraph 3 shall cease to exist or its powers and authority are limited so as not to permit the continued use of the demised premises for the purpose and use for which same is leased, then this lease and all obligations of the Lessee hereunder shall terminate.

12 NOTICE:

- (A) Any and all notices affecting this lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.
- (B) All notices required by law to be served upon, and all notices permitted by this lease to be mailed to, a party to this lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:

(1) Lessor's agent shall be _____.

whose address is _____.

_____, _____.

(2) Lessee's agent shall be _____.

whose address is _____.

_____, _____.

Each party shall immediately notify the other party, in writing, of any change of agents, and no change of agents shall be effective until such notice is given.

(C) Where, under the terms of this lease, a notice is required or permitted to be mailed by certified or registered mail, return receipt requested, and such notice is not mailed in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is directed.

13. **BINDING UPON SUCCESSORS:** This lease shall be binding upon the heirs, successors in interest and assigns of the parties hereto.

14. **ENTIRE AGREEMENT:** This written Lease Agreement constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this written Lease Agreement and shall be null, void and without legal effect.

15. **MODIFICATION:** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this agreement.

16. **PARAGRAPH HEADINGS:** Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this lease nor are they intended to be used in construing same.

17. **ADDITIONAL PROVISIONS:** This lease is subject to the terms, conditions, modifications, additions and/or deletions provided in the following designated attachments which are incorporated herein by reference: (Designate as "Attachment No. 1" etc. If none, state "NONE".)

18. This Lease Agreement shall not be effective or binding unless and until signed by both parties.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: _____
(Type or print name)

By: _____

LESSEE: _____ Community Services Board

By: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Lease Agreement was acknowledged before me by _____

on the _____ day of _____, 19____ in the jurisdiction aforesaid.

My Commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Lease Agreement was acknowledged before me by _____

on the _____ day of _____, 19____ in the jurisdiction aforesaid.

My Commission expires: _____

Notary Public

ATTACHMENT NO. _____

This ATTACHMENT forms a part of that certain Lease Agreement by and between _____, Lessor, and the _____ Community Services Board, Lessee, dated the _____ day of _____, 19,_____.

Lessor and Lessee agree to the following terms, conditions, modifications, additions and/or deletions.

APPENDIX K-5

ADDENDUM TO VENDOR'S FORM

_____ Community Services Board (CSB)

CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

CONTRACTOR NAME:

DATE:

The CSB and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, _____. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the CSB for all goods, services and other deliverables under this contract shall not exceed \$_____; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to _____. The total cumulative liability of the CSB, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the CSB.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the CSB. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the CSB, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the CSB:

1. Requiring the CSB to maintain any type of insurance either for the CSB's benefit or for the Contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the CSB to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, § 2.2-4347 through 2.2-4356, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the CSB if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the CSB before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the CSB to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the CSB to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the CSB.
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the CSB.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CSB by _____

CONTRACTOR by _____

Title _____

Title _____

When Used: For contracts valued at less than \$30,000 and it is not feasible to award a contract without using the contractor's form, and clauses which are not in the best interest of the CSB cannot be crossed out, then use this form. For contracts over \$30,000, your legal advisor should be consulted prior to using this form.